

## GENERAL CONDITIONS OF “SUPPORTERS PHOTO” ACTIVATION BY AG INSURANCE

AG Insurance nv, with registered office at Emile Jacqmainlaan 53, 1000 Brussels, Register of Legal Entities of Brussels - VAT BE 0404.494.849, is organising a ‘Supporters photo’ campaign on the [www.agantwerp10miles.be/supportersphoto](http://www.agantwerp10miles.be/supportersphoto) web page (further referred to as the “campaign”) from 10 April 2018 up to and including 22 April 2018.

By virtue of submitting a photo of support through the abovementioned web page (possibly incl. overlay and message) for a certain runner who takes part in the AG Antwerp 10 Miles & Marathon on 22 April 2018, an agreement originates between:

- AG Insurance nv, with registered office at Emile Jacqmainlaan 53, 1000 Brussels, Register of Legal Entities of Brussels - VAT BE0404.494.849, further referred to as "AG Insurance" and
- the natural person who has submitted the photo of support, further referred to as the "Participant".

These general conditions are known to and accepted by the Participant before a supporters photo is submitted. These are consequently applicable to this Campaign.

The Participant declares and guarantees that:

- he/she has the right to reproduce, share with the public and use the photo of support; and that
- any persons involved (authors, pictured persons, etc.) have given their explicit and prior permission (and if the pictured person is younger than 16, that of the parents) concerning the above, and can make no objection to this. “

The Participant holds AG Insurance harmless against any damages that third parties may claim with regard to the submitted photo of support.

The Participant him/herself waives any copyright, right of personal portrayal and any other possible rights concerning the submitted photo of support. The Participant acknowledges that, as soon as the photo has been submitted, he/she has no rights concerning the products on which the photos may be reproduced by AG Insurance (see privacy policy), and that moreover he/she has no right of inspection concerning the development, production or distribution of his/her photo.

The Participant does have the right to inspect the production or distribution of the photo before each adaptation, change or transformation of the image on the photo.

During the AG Antwerp 10 Miles & Marathon, AG Insurance will make every effort to display the photo of support on a large screen as the runner passes, without however guaranteeing that the photo will also actually be displayed at the right time during the run.

After the running event, the submitted photos of support will be published on [www.agantwerp10miles.be](http://www.agantwerp10miles.be). These can then be downloaded and shared on (social) media.

Each party (AG Insurance and the Participant) is by right released from and not bound to comply with any obligation with respect to the other party in the event of an Act of God. Act of God is understood as a situation in which the execution of the agreement by one of the parties is wholly or partly, temporarily or otherwise, prevented by circumstances beyond the control of the party, even if the situation could already be anticipated at the time of the origination of the agreement.

Without attempting to be exhaustive, the following are in all respects considered as Acts of God: bankruptcy, errors or delays on the part of third parties; electrical, information technology, internet or telecommunication; loss of power; adverse weather conditions, cancellation of the AG Antwerp 10 Miles & Marathon, etc. In such a case the parties will make every reasonable effort to limit the consequences of an Act of God situation and inform each other of such a case as soon as possible.

AG Insurance reserves the right to exclude submitted photos of support of supporters from the Campaign should they contain improper, objectionable, slanderous, insulting, intimidating, infringing, unseemly or unlawful pictures, texts, subjects, names, materials or information. Such photos will be immediately removed.

To the extent not in contradiction with binding provisions or with provisions of public order, except in the case of intent and serious misconduct, and without this being able to undermine this agreement, AG Insurance refuses any form of liability on its part. AG Insurance exonerates itself to the same extent for its liability as a result of errors of its mandatories, appointed parties and independent agents.

Independent of this, AG Insurance is only bound to compensate for foreseeable, direct and personal damage to the Participant, with the exclusion of any consequential damage or intangible and indirect damage, such as but not limited to the consequences of complaints from third parties.

Accordingly, AG Insurance is not responsible for any damage resulting from the display of the photos of support during the AG Antwerp 10 Miles & Marathon on 22 April 2018.

In all cases the liability of AG Insurance is limited per case of damage to the amount covered by its liability insurance, a copy of which can be requested from AG Insurance.

Each complaint about this Campaign must be submitted in writing to the other party by registered mail and by email to AG Insurance, and by email to the Participant as appropriate.

For AG Insurance this is:

Dienst Klachtenbeheer

Emile Jacqmainlaan 53

1000 Brussels

[customercomplaints@aginsurance.be](mailto:customercomplaints@aginsurance.be)

These general conditions fall under Belgian law and are interpreted or enforced in conformity with Belgian law. The law courts of Brussels (Dutch-speaking) are exclusively authorised to judge any disputes that may result from this competition, or from the interpretation or application of these general conditions.